



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

grove v. Baily, 3 Atk. 213; *Chase v. Redding*, 79 Mass. 418. The donor's own check, however, stands upon a different footing. An ordinary bank account is a mere parol *chose in action*. *Marine Bank v. Fulton Bank*, 2 Wall. (U. S.) 252. Such a claim may be irrevocably assigned by deed under seal. *Matson v. Abbey*, 141 N. Y. 179, 36 N. E. 11. But a parol assignment without consideration is generally held revoked by the death of the donor. *Cook v. Lum*, 55 N. J. L. 373, 26 Atl. 803. With a few exceptions, among them Illinois, the authorities also agree that a check is not an assignment, but a mere authority to the bank to make payment. *Hopkinson v. Foster*, L. R. 19 Eq. 74; *O'Connor v. Mechanics Bank*, 124 N. Y. 324, 26 N. E. 816. *Contra*, *Niblack v. Park National Bank*, 169 Ill. 517, 48 N. E. 438. And the Uniform Negotiable Instruments Law, § 189, adopted in Illinois, expressly so provides. Where, however, a check covers the whole deposit, or is accompanied by an assignment agreement, it may operate as an assignment. *In re Taylor's Estate*, 154 Pa. 183, 25 Atl. 1061. *Cf. Matter of Smilher*, 30 Hun (N. Y.) 632. See 27 HARV. L. REV. 177. This is still possible, even under the Negotiable Instruments Law. See *Hove v. Stanhope State Bank*, 138 Ia. 39, 115 N. W. 476. The principal case, accordingly, may conceivably be justified on the ground that the check operated as an assignment of the deposit by mercantile specialty, not revoked by the death of the donor. But if this line of reasoning fails at any point, recovery is impossible, for the donee's suit against the donor's personal representative on the instrument will be met by the plea of lack of consideration. *Harris v. Clark*, 3 N. Y. 93.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — CONTRACTS BY RAILROAD AS TO LOCATION OF DEPOTS. — A contract provided that the plaintiff railroad should notify the defendant of the places selected by the railroad's chief engineer as locations for its depots, and that the defendant should then purchase and lay out town sites at such places, sell the lots, and divide the proceeds with the plaintiff. *Held*, that the contract is void as against public policy. *Minnesota, D. & P. Ry. Co. v. Way*, 148 N. W. 858 (S. D.).

Any contract made by a railroad which may interfere with the performance of its public obligations is void as against public policy. *Pueblo & A. V. R. Co. v. Taylor*, 6 Colo. 1. An agreement not to locate a depot at a particular place is clearly within this rule. *Williamson v. Chicago, R. I. & P. R. Co.*, 53 Ia. 126, 4 N. W. 870. The validity of a contract to locate a depot at a particular place, without restrictions as to stations elsewhere, is, however, in dispute. *Atlanta & W. P. R. Co. v. Camp*, 130 Ga. 1, 60 S. E. 177; *Cf. Pacific R. Co. v. Seely*, 45 Mo. 212. See 2 ELLIOTT, RAILROADS, 2d § 928. But such agreements would also seem to be improper, in view of the danger that the efficiency of the railroad may be impaired by the unnecessary burdens consequent on the maintenance of such depots. *Halladay v. Patterson*, 5 Ore. 177. See *Fuller v. Dame*, 18 Pick. (Mass.) 472; *Bestor v. Walther*, 60 Ill. 138. The contract in the principal case evidently aimed to avoid all objections by leaving the selection of the depots entirely to the railroad. It is true, of course, that this power belongs primarily to the railroad. *Florida Central & P. R. Co. v. State*, 31 Fla. 482, 13 So. 103. Its exercise, however, must not be influenced by any interest prejudicial to the public. *Pacific R. Co. v. Seely*, *supra*. In the principal case, the varying values of real estate in different localities might well appeal to the railroad in its choice of locations, and the decision properly refuses to allow it to be subjected to this temptation. See *St. Joseph & Denver City R. Co. v. Ryan*, 11 Kan. 602, 609.

INDICTMENT AND INFORMATION — FINDING AND FILING INDICTMENT — VALIDITY OF INDICTMENT BASED ON HEARSAY TESTIMONY — EFFECT OF